

**No. 5704**

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**YUGOSLAVIA  
and  
CZECHOSLOVAKIA**

**Agreement concerning scientific and technical co-operation  
(with annexes and exchange of letters). Signed at  
Belgrade, on 3 July 1956**

*Official texts: Serbo-Croat and Czech.*

*Registered by Yugoslavia on 26 May 1961.*

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**YUGOSLAVIE  
et  
TCHÉCOSLOVAQUIE**

**Accord sur la coopération scientifique et technique (avec  
annexes et échange de lettres). Signé à Belgrade, le  
3 juillet 1956**

*Textes officiels serbo-croate et tchèque.*

*Enregistré par la Yougoslavie le 26 mai 1961.*

[TRANSLATION — TRADUCTION]

No. 5704. AGREEMENT<sup>1</sup> BETWEEN THE GOVERNMENT OF THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE GOVERNMENT OF THE CZECHOSLOVAK REPUBLIC CONCERNING SCIENTIFIC AND TECHNICAL CO-OPERATION. SIGNED AT BELGRADE, ON 3 JULY 1956

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Pursuant to the Provisional Agreement concerning scientific and technical co-operation concluded at Prague on 11 February 1956, the Government of the Federal People's Republic of Yugoslavia and the Government of the Czechoslovak Republic, with a view to further developing and deepening economic relations between the two countries, have agreed as follows :

*Article 1*

The two Contracting Parties shall strive to institute scientific and technical co-operation in all branches of the national economy in accordance with the legal provisions in force in the territory of each of the two Contracting Parties and with their international legal obligations.

*Article 2*

Scientific and technical co-operation between the Contracting Parties shall be effected reciprocally, on the basis of specific agreements, through :

(a) The communication of technical documentation and the exchange of relevant information, including patents and licences;

(b) The secondment of experts to render technical assistance and impart their experience;

(c) The secondment of technical personnel to perfect their skills through practical work or study;

(d) The communication of documentation on scientific research and the spread of knowledge of achievements in the scientific and technical field;

(e) The exchange of literature not obtainable through normal importation;

(f) Other forms of scientific and technical co-operation, especially scientific and technical conferences and the exchange of general information.

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<sup>1</sup> Came into force on 19 December 1956 by an exchange of notes signifying the approval of the two Governments, in accordance with article 7.

*Article 3*

The communication of patents, licences and technical documentation shall be effected by the Contracting Parties free of charge, except for the material expenses incurred in the preparation and communication of the documentation.

Scientific and technical documentation received under this Agreement may not be transmitted or communicated to any third party without the prior consent in writing of the Contracting Party from which it was received.

Products manufactured on the basis of technical documentation communicated to one Contracting Party by the other Contracting Party may be exported to the territory of a third State unless such export is specially restricted by a specific agreement concerning the supply and use of technical documentation.

*Article 4*

The payment of expenses incurred through scientific and technical co-operation under this Agreement shall be effected in accordance with the provisions of the payments agreement in force between the Federal People's Republic of Yugoslavia and the Czechoslovak Republic at the time of payment.

*Article 5*

With a view to the formulation and proposal of measures to effect scientific and technical co-operation, a Mixed Commission for Scientific and Technical Co-operation shall be established.

The Mixed Commission shall consist of a Yugoslav section of five members appointed by the Government of the Federal People's Republic of Yugoslavia and a Czechoslovak section of five members appointed by the Government of the Czechoslovak Republic.

The Mixed Commission shall function on the basis of a Statute which shall be drawn up by the Commission itself and which shall enter into force upon its approval by both Governments.

The Mixed Commission shall meet at least once a year. Meetings of the Mixed Commission shall be held alternatively in the Federal People's Republic of Yugoslavia and in the Czechoslovak Republic.

The decisions of the Mixed Commission shall be subject to approval by both Governments.

*Article 6*

Annexed to this Agreement are General Conditions for Scientific and Technical Co-operation,<sup>1</sup> which form an integral part of the Agreement. The

<sup>1</sup> See p. 180 of this volume.

Mixed Commission for Scientific and Technical Co-operation may amend the General Conditions by decisions which shall be subject to approval by both Governments.

*Article 7*

This Agreement shall enter into force upon its approval by both Governments and shall remain in force for a term of five years.

This Agreement shall be extended tacitly for successive terms of five years unless one of the two Contracting Parties expresses the desire to terminate the Agreement not later than twelve months before the expiry of the current term.

DONE AND SIGNED at Belgrade on 3 July 1956 in two originals, each in the Serbo-Croat and Czech languages, both texts being equally authentic.

For the Government  
of the Federal People's Republic  
of Yugoslavia :

(Signed) Dragoje ĐURIĆ

For the Government  
of the Czechoslovak Republic :

(Signed) Dr. Vilém PITHART

GENERAL CONDITIONS FOR SCIENTIFIC AND TECHNICAL CO-OPERATION BETWEEN THE FEDERAL PEOPLE'S REPUBLIC OF YUGOSLAVIA AND THE CZECHOSLOVAK REPUBLIC.

*Article 1*

The two Contracting Parties shall proceed with the preparation of documentation immediately upon the conclusion of a specific agreement determining the subject and scope of the said documentation. The specific agreement shall also determine the time-limits for execution and the level, method of computation and procedure for payment of expenses. The parties which concluded the specified agreement shall come to an arrangement if, for good and sufficient cause, the agreement cannot be executed in time.

*Article 2*

Any ownership rights in patents and licences and other non-material rights which the supplier enjoyed at the time of rendering scientific and technical assistance shall not be affected.

*Article 3*

Save as otherwise provided in the specific agreement, the supplier shall conform, in preparing the documentation, to the technical rules and regulations of his own country.

*Article 4*

Documentation shall in principle be supplied in one copy in the language of the country rendering the scientific and technical assistance. However, additional copies and copies in another language may be supplied by specific agreement.

*Article 5*

Save as otherwise provided in the specific agreement, documentation supplied by the Yugoslav party shall be delivered at Prague and documentation supplied by the Czechoslovak party shall be delivered at Belgrade. A record of the transfer shall be drawn up and shall be signed by the persons authorized to receive and deliver the documentation. A model record<sup>1</sup> is annexed to these General Conditions.

*Article 6*

The applicant shall be under a duty to inform the supplier, within ninety days after receipt of the documentation, whether he considers the documentation received to be complete and in accordance with the specific agreement or whether he wishes incomplete information to be supplemented or inconsistent information to be replaced; if he does not do so, the agreement shall be deemed to have been executed.

*Article 7*

The Mixed Commission shall determine the procedure and conditions for the secondment and reception of experts and technical personnel and the procedure and conditions for other forms of scientific and technical co-operation.

*ANNEX TO THE GENERAL CONDITIONS*

RECORD OF TRANSFER OF DOCUMENTATION FOR PURPOSES OF SCIENTIFIC  
AND TECHNICAL CO-OPERATION BETWEEN THE FEDERAL PEOPLE'S  
REPUBLIC OF YUGOSLAVIA AND THE CZECHOSLOVAK REPUBLIC

Number and subject of the decision of the Mixed Commission :

Date of signature and parties signatories of the specific agreement :

\_\_\_\_\_ delivers through its representative \_\_\_\_\_ and  
\_\_\_\_\_ receives through its representative \_\_\_\_\_

the following technical documentation, of which a list is attached :

Number of copies :

Each copy of the documentation delivered contains :

old drawings :                      old pages of typescript :  
new drawings :                      new pages of typescript :  
old drawings supplemented or corrected :  
other material :

The documentation delivered

fully/partly satisfies the requirements of the agreement in the following respects :

(state what remains to be delivered)

fails to satisfy the requirements of the agreement in the following respects :

Observations :

At \_\_\_\_\_ date \_\_\_\_\_

Delivered for :

Received for :

<sup>1</sup> See below.

## EXCHANGE OF LETTERS

## I

## THE CHAIRMAN OF THE YUGOSLAV DELEGATION

Belgrade, 3 July 1956

Sir,

I have the honour to inform you hereby that, in the course of the negotiations on scientific and technical co-operation between our countries which were concluded this day by the signature of the Agreement,<sup>1</sup> we agreed that the said Agreement should be applied with effect from today's date.

I have the honour to be, etc.

(Signed) Dragoje ĐURIĆ  
Chairman of the Yugoslav Delegation

Dr. Vilém Pithart  
Chairman of the Czechoslovak Delegation  
Belgrade

## II

## THE CHAIRMAN OF THE CZECHOSLOVAK DELEGATION

Belgrade, 3 July 1956

Sir,

[See letter I]

I have the honour to be, etc.

(Signed) Dr. Vilém PITHART  
Chairman of the Czechoslovak Delegation

Mr. Dragoje Đurić  
Chairman of the Yugoslav Delegation  
Belgrade

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<sup>1</sup> See p. 176 of this volume.